

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WISCONSIN

In re: William M. Webster, and
Laura L. Webster,
Debtors.

Case No. 23-11173
Chapter 13

NOTICE OF MOTION FOR RELIEF FROM AUTOMATIC STAY

University of Wisconsin Credit Union has filed papers with the court to obtain relief from the automatic stay.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

If you do not want the court to lift the automatic stay, or if you want the court to consider your views on the motion, then on or before 14 days from the date of this notice, you and your attorney must:

File with the court a written request for a hearing by contacting:

U.S. Bankruptcy Court
120 N. Henry Street
Madison, WI 53703

If you mail your request to the court for filing, you must mail it early enough so the court will receive it on or before the date stated above.

You must also mail a copy to: Mark C. Darnieder, Jr.
Darnieder & Sosnay
735 N. Water St., Suite 205
Milwaukee, WI 53202

If you or your attorney do not take these steps, the court may decide that you do not oppose the relief sought in the motion or objection and may enter an order granting that relief.

Dated at Milwaukee, Wisconsin this 31st day of January, 2024.

DARNIEDER & SOSNAY
By: Electronically signed by Mark C. Darnieder, Jr.
Mark C. Darnieder, Jr.
Attorney for University of Wisconsin Credit Union
State Bar No: 1091225

Mark C. Darnieder, Jr. - State Bar No. 1091225
Darnieder & Sosnay
735 N. Water St., Suite 205
Milwaukee, WI 53202
Phone: (414) 277-1400 Fax: (414) 277-7087
E-Mail: mcdjr@dwdglaw.com

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WISCONSIN

In re: William M. Webster, and
Laura L. Webster,
Debtors.

Case No. 23-11173
Chapter 13

MOTION FOR RELIEF FROM AUTOMATIC STAY

University of Wisconsin Credit Union, by its attorneys, Darnieder & Sosnay, moves the court, pursuant to Sec. 362(d) of the Bankruptcy Code, for an order granting it relief from the stay imposed by Sec. 362(a) of the Bankruptcy Code, and that the fourteen (14) day stay pursuant to Bankruptcy Rule 4001(a)(3) not be given effect, and alleges as follows:

1. Debtors filed a petition under Chapter 13 of the Bankruptcy Code on July 10, 2023.
2. Debtors executed a home equity loan that is owned by University of Wisconsin Credit Union on March 17, 2017 in the amount of \$75,000.00 which is secured by real property located at 2339 Monroe St., Madison, Wisconsin which has a value of \$493,000.00.
3. That pursuant to the proposed Chapter 13 plan the Debtors were to pay Creditor outside the plan pursuant to the terms of the original note.
4. That the Debtors have failed to make regular payments as provided for in the note. That the loan is past due \$3,624.58 and the balance due is \$73,102.51.
5. University of Wisconsin Credit Union does not have protection from the Debtors in the form of money payments.
6. Based upon the above information and the information contained in the court's bankruptcy file, University of Wisconsin Credit Union does not have adequate protection with regard to their note, therefore, relief from the automatic stay provisions of the United States Bankruptcy Code is requested, that the Court determine that Federal Rule of Bankruptcy Procedure not apply to the property which is the subject of this motion, that movant be awarded the costs of this motion and attorney fees if appropriate, and such other and further relief as is deemed appropriate by the court.

Dated at Milwaukee, Wisconsin this 31st day of January, 2024.

By: **DARNIEDER & SOSNAY**
Electronically signed by Mark C. Darnieder, Jr.
Mark C. Darnieder, Jr.
Attorney for University of Wisconsin Credit Union
State Bar No: 1091225

Mark C. Darnieder, Jr. - State Bar No. 1091225
Darnieder & Sosnay
735 N. Water St., Suite 205
Milwaukee, WI 53202
Phone: (414) 277-1400 Fax: (414) 277-7087
E-Mail: mcdjr@dwdglaw.com

Tax Year 2023		
Assessed Land Value	Assessed Improvement Value	Total Assessed Value
\$151,800.00	\$341,200.00	\$493,000.00
Taxes:		\$9,011.28
Lottery Credit(-):		\$0.00
First Dollar Credit(-):		\$88.15
Specials(+):		\$0.00
Amount:		\$10,724.90

Payoff Amount	\$73,102.51
Interest Rate	8.50000%
Unapplied Balance	\$0.00
Total Insurance Due	
Escrow Amount Due	
Federal Tax WH Due	
Negative Esc Int Accr	
Capitalized Late Chgs	
Prepay Penalty Due	
Escrow Balance	
Line of Credit	
ALR Expense Due	
Per Diem Interest	16.46932
Principal Balance	\$70,721.20
Total Interest Due	\$2,381.31
Capitalized Oth Chrgs	
Positive Esc Int Accr	
State Tax WH Due	
Total Late Charge Due	
Capitalized Fees	
Principal Due	\$70,721.20

UNIVERSITY OF WISCONSIN CREDIT UNION
 3500 University Ave.
 Madison, WI 53705
 800-533-6773 • 608-232-5000
 UWCU.org



Open-End Home Equity Credit Agreement
 and Truth in Lending Disclosure

BORROWER NAME	WILLIAM MARK WEBSTER	ACCOUNT NUMBER	0494659203
BORROWER ADDRESS	2339 MONROE ST MADISON, WI 53711		
BORROWER NAME	LAURA L WEBSTER	ACCOUNT NUMBER	
BORROWER ADDRESS	2339 MONROE ST MADISON, WI 53711		

CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE

INTRODUCTION. This LOANLINER Home Equity Plan Credit Agreement and Truth in Lending Disclosure will be referred to as this "Plan". This Plan consists of this Agreement and the accompanying Addendum which is incorporated into and becomes a part of this Credit Agreement and Truth in Lending Disclosure. The words "you," "your," and "Borrower" mean each person who signs this Plan. The words "we," "us," "our," "Lender," and "credit union" mean the credit union whose name appears above or anyone to whom the credit union transfers its rights under this Plan.

1. HOW THIS PLAN WORKS. This Plan establishes a revolving line of credit account ("account"). You and the credit union anticipate that you will obtain a series of advances under this Plan from time to time. The maximum amount you can borrow ("credit limit") is disclosed in the Addendum. It is the amount of credit you may borrow, repay all or a portion and re-borrow subject to the terms of this Plan.

2. PROMISE TO PAY. You promise to repay to the credit union, or order, all advances made to you under this Plan, plus finance charges, other applicable charges, and costs of voluntary payment protection for which you are responsible under this Plan. You agree to pay the Minimum Payment on or before the due date.

3. JOINT ACCOUNTS. If this is a joint account, each of you must sign this Plan and you will be individually and

jointly responsible for the promises you make in this Agreement, including paying all amounts owed. This means that the credit union can require any one of you to repay all advances plus applicable finance charges, other applicable charges, and voluntary payment protection costs. Unless the credit union's written policy requires all of you to sign for an advance, each of you authorizes the other(s) to obtain advances individually and agrees to repay advances made to the other(s). The credit union can release one of you from responsibility under this Plan without releasing the other(s).

4. SECURITY INTEREST. This Plan is secured by a mortgage, deed of trust, security deed, or security agreement (the "security instrument") in your dwelling which is described in the Addendum.

5. PROMISES IN SECURITY INSTRUMENT. The security instrument you sign the same day you sign this Plan is incorporated by reference into this Plan. You must keep all the promises you made in the security instrument.

6. APPLICATION OF PAYMENTS. Payments will be applied in the order the credit union chooses to any finance charges, voluntary payment protection costs, and other applicable charges due before being applied to your unpaid balance.

(continued on next page)

SIGNATURES

By signing below you agree that you have read the LOANLINER Home Equity Plan Credit Agreement and Truth in Lending Disclosure and Addendum and agree to be bound by the terms of the Agreement. You also acknowledge

receipt of a copy of this Agreement, and the Home Equity Early Disclosure and handbook entitled "When Your Home is On the Line: What You Should Know About Home Equity Lines of Credit" given to you at the time of application.

Notice to Vermont Borrowers: NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

William Mark Webster
 BORROWER WILLIAM MARK WEBSTER

3/17/2017

DATE

Laura L Webster
 BORROWER LAURA L WEBSTER

3/17/2017

DATE

BORROWER

DATE

BORROWER

DATE

CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE (continued)

7. CREDIT LIMIT. You promise not to request or obtain an advance that will make your balance exceed your credit limit. Your credit limit will not be increased if you exceed your credit limit. If you exceed your credit limit, you agree to repay the excess immediately.

8. ACCESS DEVICES. You can obtain credit advances in any manner authorized by the credit union from time to time. Your application for this account also serves as a request to receive any additional access devices which may be available in the future in connection with this Plan. The terms of this Plan will also apply to any future access devices we issue to you for accessing this Plan.

9. COST OF CREDIT. The finance charge is the cost you pay for credit. Unless described otherwise on the Addendum, the finance charge on each new advance begins on the date of the advance and continues until the advance has been paid in full. There is no "free ride period" which would allow you to avoid a finance charge. To compute the finance charge, the unpaid balance for each day since your last payment (or since an advance if you have not yet made a payment) is multiplied by the applicable periodic rate. The sum of those amounts is the finance charge owed. The periodic rate and corresponding annual percentage rate are disclosed in the Addendum. The balance used to compute the finance charge is the unpaid balance each day after payments and credits to that balance have been subtracted and any new advances have been added.

10. ANNUAL PERCENTAGE RATE. The annual percentage rate under this Plan includes only interest and no other costs. The Addendum shows the current interest rate as a periodic rate and a corresponding annual percentage rate. If the interest rate for this Plan is a variable interest rate the Addendum explains how the variable interest rate works. If we forego an annual percentage rate increase, we may return to the full index and margin at a later adjustment subject to any rate limitations.

11. OTHER CHARGES. In addition to finance charges, your account is subject to certain other charges as described in this Plan and the Addendum. The credit union can add any of these other charges to your balance or you can pay them in cash.

12. CHARGES TO YOUR ACCOUNT. We may charge your account to pay other fees and costs that you are obligated to pay under this Plan or under the security instrument. In addition, we may charge your account for funds required for continuing property insurance coverage or costs to protect or perfect our security interest in your dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your dwelling. If you do not pay your property taxes, we may charge your account and pay the delinquent taxes. Any amount so charged to your account will be a credit advance. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

13. LENDER'S RIGHTS:

(a) **Termination and Acceleration.** In accordance with applicable law, we can terminate your credit line and require you to pay us the entire outstanding balance in one payment, and charge you certain fees or suspend additional extensions of credit or reduce your credit limit, if any of the following happen:

For Wisconsin Borrowers Only:

(1) You fail to make a required payment when due two times within a twelve month period, or

(2) Your failure to observe the terms of this Plan materially impairs the condition, value or protection of, or our rights in, the property securing this Plan.

For All Other Borrowers:

(1) You engage in fraud or make a material misrepresentation at any time in connection with this Plan. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition.

(2) You do not meet the repayment terms of this Plan.

(3) Your action or inaction adversely affects the collateral for this Plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the property, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the property, creation of a senior lien on the property without our permission, foreclosure by a prior lienholder, use of the dwelling for prohibited purposes, or taking of the property through eminent domain.

(b) **Suspension or Reduction.** In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your credit limit during any period in which any of the following are in effect:

(1) The value of the property securing this Plan declines significantly below the property's appraised value for purposes of this Plan. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under this Plan due to a material change in your financial circumstances.

(3) You are in default of a material obligation of this Plan. We consider all of your obligations to be material. No default will occur until we mail or deliver a notice of default to you.

(4) We are precluded by government action from imposing the annual percentage rate provided for under this Plan.

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit limit.

(6) We have been notified by a regulatory authority that continued advances may constitute an unsafe and unsound business practice.

(7) The maximum annual percentage rate under this Plan has been reached.

(8) **For Wisconsin Borrowers Only:** You engage in fraud or material misrepresentation in connection with the Plan.

(c) **Change in Terms.** We may make changes to the terms of this Plan if you agree to the change in writing at that time, if the change will unequivocally

(Continued on next page)

CREDIT AGREEMENT AND TRUTH IN LENDING DISCLOSURE (continued)

benefit you throughout the remainder of this Plan, or if the change is insignificant (such as changes relating to our data processing systems). We may also change the terms of this Plan in accordance with other reasons, if stated on the Addendum. If this Plan follows an index and the index is no longer available, we will choose a new index and margin. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

14. USE OF ACCOUNT. You promise to use your account for consumer (personal, family or household) purposes, unless the credit union gives you written permission to use the account also for agricultural or commercial purposes, or to purchase real estate.

15. MEMBERSHIP IN CREDIT UNION. You must be a member of the credit union to obtain credit advances.

16. CONFLICTING INSTRUCTIONS. You agree not to provide conflicting instructions to us regarding your Plan (such as instructing us not to make credit advances to a joint borrower).

17. PREPAYMENT. You may prepay all or part of what you owe at any time without any prepayment penalty.

18. CANCELLATION BY YOU. You can cancel your right to future credit advances under this Plan, by notifying us in writing. If this is a joint account and one of you cancels future credit advances under this Plan, the cancellation will apply to both of you, unless the credit union gives written notice to one of you that you may continue to obtain advances. Despite cancellation, your obligations under this Plan will remain in full force and effect until you have paid us all amounts due.

19. TAX CONSEQUENCES. You should consult a tax advisor regarding the deductibility of interest and charges under this Plan.

20. STATEMENT AND NOTICES. On a regular basis the credit union will send a statement showing all transactions on your account during the period covered by the statement. Statements and notices will be mailed to you at the most recent address you have given the credit union in writing. Notice to any one of you will be notice to all.

21. TRANSFER OR ASSIGNMENT. You cannot assign your rights and obligations under this Plan. In spite of any divorce or agreement between joint borrowers, each is responsible for the total amount owed under this Plan. Subject to applicable law, we reserve the right to sell or transfer this Plan to another lender, entity or person, and to assign our rights under the security instrument.

22. UPDATING INFORMATION. You promise that you will give us updated financial information and information about matters affecting the title and value of the property securing this Plan. You agree that we may obtain credit reports and appraisals at our option and expense for any reason.

23. PROPERTY INSURANCE. You promise to insure the property that secures this Plan, in the amount the credit union requires, against fire and other hazards (including flood insurance if the credit union requires it). You may obtain property insurance from anyone you want that is acceptable to the credit union. We have the right not to accept the insurer for reasonable cause. Subject to applicable law, if you fail to obtain or maintain insurance as required, we may purchase insurance to protect our own interest, add the premium to your balance and/or pursue any other remedies available to us.

24. VOLUNTARY PAYMENT PROTECTION -- We may offer Voluntary Payment Protection to you. Voluntary Payment Protection is not necessary to obtain credit. If you purchase Voluntary Payment Protection from us, you authorize us to add the fees or insurance charges monthly to your loan balance and charge you interest on the entire balance. At our option we will change your payment or the period of time necessary to repay the loan balance. The rate used to determine the fees or insurance charges may change in the future. If the rate changes, we will provide any notices required by applicable law.

25. NO WAIVER. The credit union can delay enforcing any of its rights under this Plan without losing any of its rights.

26. CONTINUED EFFECTIVENESS. If the law makes any term(s) of this Plan unenforceable, the other terms will remain in effect.

27. DUE ON SALE. You promise to notify the Credit Union immediately if you enter into an agreement to sell or transfer ownership of all or any part of the property securing this account. If you sell or transfer ownership without first obtaining the written consent of the Credit Union, the Credit Union may exercise its rights described in the Security Instrument, including the right to demand immediate payment in full of all sums secured by the Security Instrument.

28. THE FOLLOWING NOTICE IS REQUIRED BY CALIFORNIA LAW: TRANSFER OF THE PROPERTY. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

29. NOTICE TO GEORGIA BORROWERS. This is an instrument under seal.

30. NOTICE TO UTAH BORROWERS. This written agreement is a final expression of the agreement between you and the credit union. This written agreement may not be contradicted by evidence of any oral agreement.

31. THE FOLLOWING NOTICE IS REQUIRED BY NEW YORK LAW: Default in the payment of this loan agreement may result in the loss of the property securing the loan. Under federal law, you may have the right to cancel this agreement. If you have this right, the creditor is required to provide you with a separate written note specifying the circumstances and times under which you can exercise this right.

BILLING RIGHTS -- KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT. If you think your statement is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the address listed on your statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay a credit card account automatically from your share account or share draft account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE. We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to send statements to you for the amount you question, including finance charges, and we can apply any

unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your statement was correct.

SPECIAL RULE FOR CREDIT CARD PURCHASES. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

UNIVERSITY OF WISCONSIN CREDIT UNION
 3500 University Ave.
 Madison, WI 53705
 800-533-6773 • 608-232-5000
 uwcu.org



HOME EQUITY ADDENDUM

This Addendum is incorporated into and becomes a part of your LOANLINER® Credit Agreement and Truth in Lending Disclosure.

OPENING DATE	MATURITY DATE	CREDIT LIMIT	ACCOUNT NUMBER
3/17/2017	4/15/2037	75,000.00	0494659203
BORROWER NAME AND ADDRESS		ADDRESS OF PROPERTY SECURING ACCOUNT	
WILLIAM MARK WEBSTER LAURA L WEBSTER 2339 MONROE ST MADISON, WI 53711		2339 MONROE ST MADISON, WI 53711-1978	

Check One:

- STANDARD PLAN-1.50% of Balance Payment During the Draw Period
 INTEREST ONLY PLAN-Interest Only Payment During the Draw Period

Check One:

INDEX RATE	MARGIN ADDED TO INDEX	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
%	%	%	%

The initial rate is discounted. The initial discounted rate will be in effect for 365 days.

ANNUAL PERCENTAGE RATE	DAILY PERIODIC RATE
2.990 %	0.00819 %

The rate that would have applied without the discount and the margin used for later rate adjustments:

INDEX RATE	MARGIN ADDED TO INDEX	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
4.000 %	0.000 %	4.990 %	0.01367 %

SCHEDULE OF CLOSING COSTS:

DESCRIPTION	AMOUNT
\$	
\$	
\$	
\$	
\$	

FINANCE CHARGES:

DESCRIPTION	AMOUNT
Home Equity Processing Fee	\$ 149.00
	\$
	\$
	\$
	\$

PAYMENT INFORMATION - STANDARD PLAN: You can obtain credit advances for 5 years. This period is called the "draw period." At our option, we may renew or extend the draw period. During the draw period, your monthly payment will be 1.50% of the outstanding balance each month or \$100.00, whichever is greater. An increase in the interest rate during the draw period will result in more payments until the end of the draw period. After the draw period ends, the repayment period begins. At the beginning of the repayment period, we will recalculate your payment. Your payment will be set to repay the balance at the current annual percentage rate over 15 years. Each time the interest rate increases or decreases, your payment will be adjusted to repay the balance within the number of months remaining in the repayment period. Your monthly payment during both the

draw and repayment periods will include any amounts past due and any amount by which you have exceeded your credit limit and all other charges.

PAYMENT INFORMATION - INTEREST ONLY PLAN: You can obtain credit advances for 5 years. This period is called the "draw period". At our option, we may renew or extend the draw period. During the draw period your monthly payment will equal the finance charges (interest) that accrued on the outstanding balance during the preceding month or \$50.00 whichever is greater. An increase in the interest rate during the draw period will result in an increased payment. After the draw period ends, the repayment period begins. At the beginning of the repayment period, we will

recalculate your payment. Your payment will be set to repay the balance at the current annual percentage rate over 15 years. Each time the interest rate increases or decreases, your payment will be adjusted to repay the balance within the number of months remaining in the repayment period. Your monthly payment during both the draw and repayment periods will include any amounts past due and any amount by which you have exceeded your credit limit and all other charges.

PERIODIC RATE AND CORRESPONDING ANNUAL PERCENTAGE RATE: We will determine the periodic rate and the corresponding annual percentage rate as follows. We start with an independent index, (the "Index"), which is the *Wall Street Journal* Prime Rate. When a range of rates has been published, the highest rate will be used. We will use the most recent index value available to us as of 30 days before the date of any annual percentage rate adjustment. To determine the periodic rate that will apply to your account, we add a margin, as disclosed earlier in this addendum, to the value of the Index. If the rate is not already rounded we then round up to the next .25%. Then we divide this sum by the number ~~365~~ days in a year (365). To obtain the annual percentage rate we will multiply the periodic rate by the number of days in a year (365). This result is the annual percentage rate.

The annual percentage rate can change on the first day of each month. There is no limit on the amount by which the annual percentage rate can change during any one year period. The maximum **ANNUAL PERCENTAGE RATE** that can apply is 18.0% or the maximum permitted by law, whichever is less. However, under no circumstances will the **ANNUAL PERCENTAGE RATE** go below 4.990% at any time during the term of the plan, except during the initial discounted rate period (if applicable).

TRANSACTION REQUIREMENTS: The minimum credit advance that you can receive is \$1,000.00 for the first advance and \$500.00 for each subsequent advance.

FIXED RATE CONVERSION OPTION: Each of our home equity line of credit plans has a fixed rate conversion option ("the option"). At any time during the draw period you may convert the interest rate on an advance/balance to a fixed rate. You may exercise up to a total of 5 options during the draw period of your plan. Each option must be exercised for an advance/balance of at least \$5,000.00. A \$25.00 fee applies each time you exercise the option. You may not exercise the option if your credit limit will be exceeded. Your credit limit will apply to the combined total of all amounts owing under the plan. All future advances will be at the current variable rate according to the terms disclosed above, unless another option is exercised.

When you exercise the option, the interest rate will be fixed on the balance/advance until it is repaid. The fixed rate will be based on the *Wall Street Journal* Prime Rate in effect on the date you elect the fixed rate option, plus a margin. The margin will be disclosed at the time you elect the option. You may contact us for the current prime rate value, margin and fixed annual percentage rate. Each time you exercise the option you will have your choice of a payoff period of 5 years, 10 years or 15 years for the advance/balance. Your payment will be set to repay the balance/advance, at the applicable fixed rate, within the payoff period of your choice. Your minimum payment will be calculated separately from the minimum payment on your variable rate balance, and from the other fixed rate options you may have. Your payment will include all amounts past due and all other charges.

LATE CHARGES: If your payment is more than 15 days late, you may be charged a \$10.00 fee, or 5% of your monthly payment, whichever is less.

OTHER CHARGES:

Non-Sufficient Funds Charge: We will charge you a fee of \$15.00 if you pay your account with an insufficient funds check.

Draw Renewal Fee: We will charge you a fee of \$100.00 upon the renewal of your draw period. This fee will be waived for members with premium or value checking accounts.

COLLECTION COSTS:

For Borrowers in WI: Unless this agreement is subject to the Wisconsin Consumer Act you promise to pay all costs of collecting the amount you owe under this agreement. This includes but is not limited to reasonable attorney fees and court costs as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings.

For Borrowers in MN: You promise to pay, subject to any limits under applicable law, all costs of collecting the amount you owe under this agreement. This includes but is not limited to reasonable attorney fees and court costs as well as legal expenses for any bankruptcy, appeals or postjudgment proceedings.

For Borrowers in IL: You promise to pay, subject to applicable law, all costs of collecting what you owe under this agreement or realizing on security including court costs, collection agency fees and reasonable attorney fees. We may enter into a contingent or hourly fee arrangement with an attorney or collection agency and you agree that such an agreement is reasonable. This provision applies to bankruptcy, appeals or postjudgement proceedings

SHAREDRAFT ACCESS: We may authorize you to obtain credit advances by writing sharedrafts on your home equity account. We reserve the right not to honor a sharedraft in the following circumstances:

- (a) Your Credit Limit has been or would be exceeded by paying the sharedraft.
- (b) Your sharedraft is post-dated. If a post-dated sharedraft is paid and as a result any other check is returned or not paid, we are not responsible.
- (c) Your sharedrafts have been reported lost or stolen. You should notify us at once if your sharedrafts are lost or stolen.
- (d) Your sharedraft is not signed by an "Authorized Signer", which means a person who signed this Agreement, or has signed a separate signature card for the account.
- (e) Your account has been terminated or suspended as provided in this Agreement.
- (f) The amount of your sharedraft is less than the minimum amount required by this Agreement or you are in violation of any other transaction requirement.

If we pay any sharedraft under these conditions, you must repay us for the amount of the sharedraft and any charges permitted by law. The sharedraft itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a sharedraft is limited to your actual damages. Dishonor for any reason as provided in the Agreement is not wrongful dishonor. We may not return the sharedrafts along with your periodic statements; however, your use of a sharedraft will be reflected on your periodic statement as a credit advance. We do not "certify" sharedrafts drawn on your account.

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WISCONSIN

In re: William M. Webster, and
Laura L. Webster,
Debtors.

Case No. 23-11173
Chapter 13

CERTIFICATE OF SERVICE

I hereby certify that on this 31st day of January, 2024, a Notice of Motion and Motion for Relief from Automatic Stay in this case were electronically filed with the Clerk of Court and served upon the following parties using the ECF system:

Noe Joseph Rincon, Attorney for Debtors
Mark Harring, Trustee
Office of the U.S. Trustee

I further certify that I have mailed by United States Postal Service the same documents to the following non-ECF participants:

William M. Webster
2339 Monroe St.
Madison, WI 53711

Laura L. Webster
2339 Monroe St.
Madison, WI 53711

Dated this 31st day of January, 2024.

Electronically signed by Laura J. Kolosovsky
Laura J. Kolosovsky
Legal Assistant
Darnieder & Sosnay
735 N. Water Street, Suite 205
Milwaukee, WI 53202
T: (414) 277-1400 F: (414) 277-7087